

MEMORANDUM OF AGREEMENT

BETWEEN

KENTUCKY DEPARTMENT OF EDUCATION
OFFICE OF CAREER AND TECHNICAL EDUCATION
DIVISION OF COLLEGE AND CAREER READINESS

School Name

Address

AND

Name and Address of Clinical/ Training Site

NAME OF PROGRAM(S) Kentucky Medicaid Nurse Aide

This Agreement is made between the Office of Career & Technical Education
(hereinafter referred to as the Department) and

School (hereinafter referred to as the School).

AND

Training Site (hereinafter referred to as the Training Site.)

Purpose:

The purpose of this agreement is to establish guidelines and responsibilities of the clinical education component for students in the Kentucky Medicaid Nurse Aide Program(s). (If for numerous programs, please attach names of programs.)

This agreement is effective as of _____.
Month/Day/Year

General Responsibilities

1. The Department and School(s) adhere to the policy of affirmative action to correct under-representation by minorities and do not discriminate on the basis of race, color, religion, national origin, marital status, disability, sex, sexual orientation, gender, age, or political affiliation.
2. Student assignments, planned by the instructor in consultation with the appropriate supervisory personnel, will be designed to meet the educational needs of the students and in accordance with available opportunities and experiences.
3. Clinical schedules shall be in accordance with the Department's curriculum and the Training Site's standard operating procedures.
4. It is understood and agreed to by all parties that students and faculty of the School are not employees or agents of the Training Site. As such, they are not entitled to wages, workers' compensation, medical or liability insurance, or any other employee benefits for activities related to the clinical experience provided for under this agreement.
5. Students are not entitled to jobs with the Training Site upon program completion.

School Responsibilities

School Faculty shall:

1. become familiar with the Training Site and its policies prior to activation of student experiences;
2. be responsible for planning student experiences in consultation with appropriate agency representatives;
3. be responsible for supervising and/or coordinating student experiences to facilitate optimum client care; final evaluation of student performance is ultimately the responsibility of the instructor of record;
4. assist with the orientation of agency personnel to the aims, objectives, and educational methods of the Program;
5. be covered, and require students to be covered, by limited professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate while assigned to the clinical areas of the Training Site;
6. provide student orientation to, and require compliance with, standards of conduct and dress set by the Training Site;
7. require students to have all health screenings and evaluations required by the affiliating Training Site prior to beginning experience in the facility;
8. remove, without notice, any student from the clinical area for violation of the Training Site's policies, standards, or procedures, when such violations present a danger to patients, staff, visitors, or the premises;
9. provide training to the student prior to assignment to the clinical area in the U.S. Occupational Safety and Health Administration (OSHA) guidelines on blood borne

pathogens and the use of standard precautions and the Health Insurance Portability and Accountability Act (HIPAA) privacy rules (requirements);

10. plan with agency representatives to evaluate the Program as needed
11. verify negative status on the Kentucky Board of Nursing Abuse Register and Kentucky Adult Protective Services Caregiver Misconduct Registry on all students within the first 10 days of enrollment in the program; and
12. if required by the affiliating agency or school policy, require criminal background check and / or drug screening on all students.

Training Site Responsibilities

Training Site shall:

1. serve as a laboratory in which students may be assigned for educational experiences;
2. provide staff time for planning with faculty for suitable student experiences;
3. provide faculty orientation to the Agency's setting and its policies; and
4. retain full responsibility for the care of patients.
5. provide personal protective equipment, e.g., gloves, masks, etc., to students to enable them to practice Standard Precautions and other safety procedures; and
6. render any necessary emergency care to students as is available on site. Students are responsible for any cost incurred unless and until another party is found to be responsible.

Duration and Review

This Memorandum of Agreement shall be effective from the date of its execution and shall be reviewed annually. Subject to such revisions as are mutually agreeable at the time of annual review, the duration of the agreement shall be continuous. Either party may terminate the agreement at the end of any year (as measured from the date of execution) upon written notice of at least six (6) months in advance.

Students participating in a clinical affiliation at a Facility at the time of notice of termination shall be given the opportunity to complete their clinical program at the Facility, such completion not to exceed six months.

Applicable Law

This agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky. Each party understands and agrees that the Department of Education is a Kentucky public agency and any and all allegations and claims for negligence against an Area Technology Center arising from actions taken under this agreement shall be brought before the Kentucky Board of Claims pursuant to KRS 44.070 et seq.

In Testimony whereof, Witness the duly authorized signatures of the parties hereto:

_____	_____
(Training Site Name)	(School Name)
By: _____	By: _____
(Print Name)	(Print Name) (Commissioner)
_____	_____
(Signature)	(Signature)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)
	By: _____
	(Print Name) (ATC principal)

	(Signature)

	(Date)
	By: _____
	(Print Name) (Instructor)

	(Signature)

	(Date)